



West Bengal State Electricity Distribution Company Ltd.

(A Government of West Bengal Enterprise)

Jaldhaka Hydel Project Office

Village: Paren, P.O. & P.S. – Jaldhaka Hydel Project, Kalimpong -734503
Telephone: 03552-296190, E-Mail : pmjhp.wbsedcl@rediffmail.com

NOTICE INVITING TENDER

NIT No: WBSEDCL/PM/JHP/ELECT/2021-22/28 DATE: 24.08.2021

Item wise rate tenders in sealed cover are invited by the Project Manager, JHP, WBSEDCL super scribing Notice Inviting Tender No and due date of opening from the bona fide, reputed, reliable experienced agencies for taking up the following work.

- 1. Name of Work:** “Refilling of different types of fire extinguishers installed at various locations of Jaldhaka Hydel Project, WBSEDCL”
- 2. Estimated value:** Rs. 1,01,557/- (Rupees One Lakh One Thousand Five Hundred and Fifty Seven only). GST shall be paid extra as per Government norms.
- 3. Eligibility criteria:** The Bidders must possess minimum eligibility criteria as mentioned below:
 - a. Valid GST Registration Certificate.
 - b. PAN Card.
 - c. License in respect of prospective bidder such as Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License), Ltd. Company (Incorporation Certificate, Trade License), CO-Operative Society (Society Registration copy, Trade License for similar nature of job.

4. Key dates:

SL No	Description	Date and Time
1	Last date for submission of bid	On 02.09.2021 Up to 16:00 Hrs.
2	Date of Technical bid opening	On 03.09.2021 At 11:00 Hrs.
3	Date of financial bid opening	To be intimated later

- 5. Validity:** The tender shall be valid for 120 days from the date of technical bid opening.
- 6.** Tender shall be dropped in the specified tender box or by post at the office address of the tender inviting authority. Bid through email/fax will not be accepted. In the event of the specified date for the submission of tenders/opening of tender being declared a holiday, the tenders will be received up to the appointed time on the next working day.
- 7.** Tenderers are encouraged to visit site and should quote their rate as per prescribed Proforma given in the tender document after visiting the site and inspection
- 8.** WBSEDCL reserves the right to access the bidders' capacity and capability to perform the contract and may relax the qualifying requirements at any stage, if required.

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9. For any other details/clarification, the contact person will be the Superintending Engineer (E), JHP, Cell No – 8900764016.

10. WBSEDCL reserves the right to reject any or all tenders without assigning any reasons whatsoever and also does not bind to accept the lowest bidder.

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(Dewesh Kumar)

Additional C.E. & Project Manager,
Jaldhaka Hydel Project

INSTRUCTION TO BIDDERS (ITB)

NIT No: WBSEDCL/PM/JHP/ELECT/2021-22/28 DATE: 24.08.2021

1. Availability of Tender Documents: The tender document will be available on our web portal wbsedcl.in and on notice board of tender inviting authority. The prospective bidder may download the tender document from web portal or make copy from Notice Board.

2. Eligibility criteria: As per NIT.

3. Submission of Tender:

The Tenderers shall submit the tender documents in two separate sealed envelopes named **Technical Bid** and **Financial Bid** with clear marking of "Tender documents against Notice Inviting Tender No, name of work in brief, Name of the Tenderer and date of opening" shall contain.

Technical Bid

The intending bidder shall submit 1st envelop named **technical bid** super-scribing name of work, tender notice no and date of opening shall contain

- i. Sealed and signed copy of NIT.
- ii. Credential/documents as supporting eligibility criteria as per NIT

Financial Bid

2nd envelop named financial bid, super-scribing name of work, tender notice no. and date of opening containing duly sealed signed price bid as per prescribed proforma.

The 3rd envelop should be addressed to the Additional Chief Engineer & Project Manager, Jaldhaka Hydel Project, Paren, Kalimpong; super-scribed with Notice Inviting Tender No. having the address of the Tenderer, name of work, date of opening and containing 1st and 2nd envelop only.

Tender shall be dropped in the tender box or delivered (by post/hand) at the office address of the tender inviting authority. In the event of the specified date for the submission of tenders being declared a holiday, the tenders will be received up to the appointed time on the next working day. **Tender via e-mail/Fax will not be entertained.**

WBSEDCL, who do not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

4. Time Schedule:

- i. The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the NIT
- ii. Tender shall not be received/entertained after the deadline given in the NIT due to any reason whatsoever.

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5. Amendment of bidding documents:

- i. At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding document.
- ii. Such amendment(s) will be published on the same website/manner. Owner will bear no responsibility or liability arising out of non-pursuance of the same in time or otherwise by the bidder. In order to afford prospective bidders reasonable time in which to take their amendment in to account in preparing their bids.
- iii. The owner may, at its discretion, extend the deadline for submission of bids. Such amendments, clarification etc. shall be binding on bidders and will be given due consideration to the bidders while they submit their bids and invariably enclose such documents as a part of the bids.

6. Responsibility of Bidder:

- i. WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interruption or deductions the bidder may derive from the data furnished by the WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.
- ii. It shall be the responsibility of the bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including in particular all factors that may affect the cost, duration and execution of the works. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid.
- iii. Claim, whatsoever, including those for financial adjustment to the contract awarded under these specifications and documents will not be entertained by the purchaser. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by the purchaser, which are based on the back of such clear information of its effect on the cost of the contract to the bidder.
- iv. The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, and specifications in the bidding document.
- v. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.
- vi. Cost of Bidding: The bidder shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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- vii. Clarification of Bidding document: Should there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBSEDCL, marked to the Project Manager, JHP, WBSEDCL, Dist: Kalimpong before two days from the deadline of bid submission. The clarification given shall be final and binding on the part of bidder.

7. Bid Prices:

- i. The bidder shall quote their price in the prescribed format.
- ii. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against this contract.
- iii. Prices indicated in the schedule of prices deemed to include all the levies/ duties/ taxes/cess & all other incidentals payable as per statute. GST shall be paid extra as per statute.
- iv. All corrections in the tender should be initialed by the tenderer before submission of the tender. All pages of the tender document must be signed with company's seal by the tenderer. Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document. For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.

8. Process to be confidential.

- i. After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- ii. Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.

9. Evaluation and comparison of Bids:

- i. On examination of documents submitted under different covers WBSEDCL will evaluate and compare the bids, determined to be substantially responsive at each step.

- ii. The owner shall evaluate and compare only the bids determined to be substantially responsive evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.
 - iii. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
10. **Laws governing contract:** The contract shall be construed according to acts/laws in force in the country and shall be under the jurisdiction of Calcutta High Court.
11. **Language and measures:** All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract.
12. **Corrupt or fraudulent practice:** WBSEDCL expects that bidders/contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the owner defines for the purpose of this provision, the terms set forth below as follows:
- i. **"Corrupt practice"** means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
 - ii. **"Fraudulent Practice"** means misrepresentation of facts in order to influence a procurement process of the execution of a contract to the detriment of the owner, and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial no-competitive levels and to deprive the owner of the benefits of free and open competition.
 - iii. Will reject a proposal for award if the owner determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
 - iv. Will declare a Firm ineligible either indefinitely or for a stated period of time if owner any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
13. **Insurance:** The successful bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law to protect the interests of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be bidder's alone.
14. **Penalty for suppression / distortion of facts.** If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or

any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the submitted copies or if there is any suppression, the tender committee will take action as deem fit against such defaulting Bidder.

15. Award of contract:

- i. The Bidder whose Bid would be accepted will be notified by the authorized official through acceptance letter/Letter of award/ Purchase order.
- ii. The notification of award will constitute the formation of the Contract.
- iii. The Agreement as prescribed format in G.C.C. will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T., B.O.Q., S.O.W will be the part of the contract documents.

16. Right to reject bids: WBSEDCL reserve the right to accept or reject any bid to and the bidding process and reject all the bids at any time prior to award of contract without thereby incurring any liability to affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

17. Taxes, duties and other levies:

- i. The contractor shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The WBSEDCL does not take any responsibility what-so-ever regarding taxes under Indian Income Tax Act for the contractor or his personnel. If it is obligatory under the provisions of Indian Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.
- ii. All other taxes/duties/levies/cess payable by the bidder except GST shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL. GST will be paid extra as per prevailing rules.

*****END*****



GENERAL CONDITION OF CONTRACT

NIT No: WBSedCL/PM/JHP/ELECT/2021-22/28 DATE: 24.08.2021

1. Technical specification:

<u>Sl No.</u>	<u>Type of Extinguisher</u>	<u>Capacity</u>	<u>ST-1</u>	<u>ST-2</u>	<u>I.B</u>	<u>Store</u>	<u>Medical</u>	<u>Admin</u>	<u>Bindu Barrage</u>	<u>Civil-II</u>	<u>Total</u>
1	Co2 (Gas Type) Fire Extinguisher	3 kg	1	2	0	0	0	0	0	0	3
2	Co2 (Gas Type) Fire Extinguisher	4.5 kg	11	5	1	0	0	1	1	0	19
3	Co2 (Gas Type) Fire Extinguisher	9 kg	0	7	0	0	0	0	0	0	7
4	Co2 (Gas Type) Fire Extinguisher	22.5 kg	1	0	0	0	0	0	0	0	1
5	DCP (Cartridge Type) Fire Extinguisher	5 kg	7	0	0	0	0	0	0	0	7
6	DCP (Cartridge Type) Fire Extinguisher	6 kg	0	0	0	0	0	0	1	0	1
7	DCP (Cartridge Type) Fire Extinguisher	25 kg	2	0	0	0	0	0	0	0	2
8	M/ Foam (Cartridge Type) Fire Extinguisher	9 lit.	0	7	0	0	0	0	0	0	7
9	ABC Type Fire Extinguisher	4 kg	0	2	2	1	1	4	0	1	11
10	ABC Type Fire Extinguisher	5 kg	1	1	0	0	0	0	0	0	2
11	ABC Type Fire Extinguisher	25 kg	0	3	0	0	0	0	0	0	3
Total			23	27	3	1	1	5	2	1	63

2. Completion of work:

- The work shall have to be completed within 30 (thirty) days from the date of issuance of order.



- ii. Dispatch clearance (if any) will be issued to the contractor after inspection and testing of materials if desired by WBSEDCL. The prospective bidder shall submit factory test certificate at the time of testing.
- iii. E-way bill if required shall be generated by the contractor as per prevailing norms and the same are to be submitted to the controlling officer of this work in due course.
- iv. The materials shall be delivered at:

**WBSEDCL store at Jhalung,
Jaldhaka Hydel Project
Dist.: Kalimpong, 734503.**

3. Inspection & Testing:

- i. WBSEDCL may depute engineer at his own cost to inspect the materials before dispatch.
- ii. The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing at his own cost. The testing equipment must have valid calibration certificate and the same will be produced on demand.
- iii. The contractor shall inform in 7 days advance regarding readiness of materials for inspection.
- iv. The rejected materials shall have to be replaced by the contractor and subject to re-inspection.
- v. The contractor shall pay full cost of re-inspection.
- vi. The purchaser shall issue dispatch clearance after inspection and testing of materials.

4. Payment:

- i. 90% of the ordered value along with full taxes and duties shall be paid after successful completion of work and submission of Tax Invoice in triplicate, challan in triplicate to the controlling officer for processing of payment.
- ii. Balance 10% shall be kept as security against manufacturing defect or bad workmanship for a defect liability period.

OR

iii. 100% payment will also be considered if the contractor will furnish a Performance Bond in the form of Performance Bank Guarantee (PBG) issued from scheduled commercial bank amounting to 10% of contract value to guarantee successful and satisfactory performance of the work and materials supplied under the contract. PBG shall be submitted as per WBSEDCL's format with validity for entire defect liability period and with a claim period of another 3(three) months. Tenderer shall not claim any interest on PBG. PBG may be extended or revised as per the request of purchaser.

Self declaration in given format for applicability of Sec 206AB/206CCA of IT Act to be submitted during submission of invoice.

5. Refund of Security Deposit: Refund of Security deposit shall be subject to Company's right to deduct/appropriate its dues against the contractor or under this contract or any other contract.

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The performance Bond/Security deposit for all type of bids shall be released only after satisfactory expiry of the defect liability period and certified as such by the Controlling Officer of the work upon written request by the contractor.

6. Defect Liability Period:

- i. The term 'defect liability period' shall mean the period of 12 (twelve) months from the date of completion of work at site. If any defect/loss is found within the defect liability period, the contractor shall be liable to rectify/replace/recoup the materials at their own cost and responsibility.
- ii. Defects/loss so notified shall have to be attended and completed satisfactorily within the specified date or as deemed justified by the Controlling Officer. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by Security Money, already submitted by the contractor as mentioned above.
- iii. After completion of defect liability period, and on completion of satisfactory rectification/recoupment of defects/loss, if any, reported within the defect liability period and on receipt of the application from the contractor the controlling Officer of the work shall recommend for release of the security money.

7. Manner of Execution of Contract/Agreement.

- a. The successful bidder has to submit acceptance of the order within 10 days from the date of issue of the order. The successful bidder shall be required to execute an Agreement on a non-judicial stamp paper of Rs. 100/- with the company with all related documents for satisfactory execution of the work.
- b. **Agreement** shall be signed on a date and time to be mutually agreed upon in the office of the Controlling Officer of the work and the same has to be signed by both the parties within 30 days from the date of acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before signing of the agreement.
- c. The agreement shall be signed in original and six photo copies in book form. The original agreement shall be retained by the Company and a copy will be handed over to the Contractor.

8. General Requirement:

- a. The contractor shall execute, complete and maintain the work as per direction of the Controlling Officer/Engineer-in-Charge of the work or his representative.
- b. **Workmen's compensation for accident or injury to ant workmen:** The Company shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the contractor.



The contractor shall have to pay all claims, demands, preceding costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance Policy covering provision for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.

- c. **Facilities for other contractors:** The contractor shall afford all reasonable facilities for any other contractor employed by the company in execution on or any work not included in the contract.
- d. **Insurance:** The successful bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law to protect the interests of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be bidder's alone.
- e. **Labour license:** The contractor shall obtain labour license from the competent authority before execution of work as per relevant labour law.
- f. **Indemnity Bond:** Contractor shall indemnify WBSEDCL's man and material as per relevant format before execution of work.
9. **Supplementary works:** Whenever supplementary work becomes unavoidable for completion of the work in all respect, the Contractor shall bring the matter to the notice of the Controlling Officer and submit their proposal. However, the Controlling Officer shall have the right to advise the contractor to proceed with such item (s) of work. Rates for supplementary item shall be arrived as per market value of work against documentary evidence.
10. **Liquidated Damage:**
- a. If the contractor fails to complete the work successfully within the time specified in the Contract or any extension thereof, the Company shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract value of works for each calendar week of delay or part thereof of delay subjected to the **Force Majeure**.
- b. The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work.
- c. An extension of time without imposition of liquidated damage may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him was not due to his fault.
11. **Force Majeure:**
- a. The Contractor shall not be liable to pay any liquidated damage for delay/failure to perform the contract for reasons of force majeure such as acts of God, acts of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes, freight embargos and provided that the contractor shall within 10 (ten) days from the beginning of such delay notify the Company in writing of the cause of delay. The Company shall verify the fact and grant such extension as found to be justified without imposing liquidated damage.



- b. The Department shall not be responsible or liable to pay any compensation for any interruption in your work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The Department shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.
12. **Engineer's Decision:** Controlling Officer's decision is final in respect of all matters which are left to the decision of the Controlling Officer including the granting or with-holding of certificates. If, in the opinion of the contractor, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the contractor may file with the Controlling Officer, within 7 (seven) days after receipt of the decision, a writing objection to the decision, Failure to file and objection within the allotted time will be considered as an acceptance of the Controlling Officer's decision and the decisions shall become final and binding.
13. **Company's Right to Terminate the Contract:**
- a. If the contractor neglects or fails to proceed with the work proportionate to the schedule time of completion of the work or fails to complete the work within schedule time for completion or within the extended time approved by the Company, the Company shall have right to terminate the order/ letter of intent after giving notice in writing to the contractor. If the contractor fails after 14 (fourteen) days' of such notice, to proceed with the work in the manner notified the Company shall terminate the contract.
- b. In that case the Company shall take possession of the work site and may engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security money.
- c. If the contract is terminated as above, the contractor shall have no claim for compensation against the Company for any loss or deterioration of any materials that he may have collected or engaged or entered into on account of the work.
14. **Contact person:** The Superintending Engineer (E), JHP.: The intending bidder may contact for any query before pre-bid meeting on his cell no 8900764016.
15. **Controlling Officer-**The Assistant Manager (HR&A) JHP.
16. **Supervising officer:** Any authorized representative of controlling officer.
17. **Paying Officer-** The Assistant Manager (F&A), JHP.
18. **Nodal Officer for statutory labour compliance:** The Assistant Manager (HR&A), JHP.

*****END*****



PROFORMA OF PRICE BID

Name of Work: "Refilling of different types of Fire Extinguishers installed at various locations "					
NIT No: WBSEDCL/PM/JHP/ELECT/2021-22/28 DATE: 24.08.2021					
Sl No	Item	Qty	Unit	Item wise rate (Excluding GST)	Amount (Excluding GST)
1	Co2 (Gas Type) Fire Extinguisher, 3Kg	3	Nos		
2	Co2 (Gas Type) Fire Extinguisher, 4.5Kg	19			
3	Co2 (Gas Type) Fire Extinguisher, 9 Kg	7			
4	Co2 (Gas Type) Fire Extinguisher, 22.5 Kg	1			
5	DCP (Cartridge Type)Fire Extinguisher, 5 Kg	7			
6	DCP (Cartridge Type)Fire Extinguisher, 6 Kg	1			
7	DCP (Cartridge Type)Fire Extinguisher, 25 Kg	2			
8	M/ Foam (Cartridge Type)Fire Extinguisher, 9 L	7			
9	ABC Type Fire Extinguisher, 4 Kg	11			
10	ABC Type Fire Extinguisher, 5 Kg	2			
11	ABC Type Fire Extinguisher, 25 Kg	3			
12	Transportation Charges	1			
Gross total exclusive of GST.					
SAC/HSN code..... & % GST applicable.....					
& Amount of GST accordingly					
Total amount (Including GST)					
Total in words:					

I / We hereby agree to supply the material as per specification, term of NIT and as per above rate tendered by me / us.

Signature of bidder with seal.

